



**Before The
State Of Wisconsin
DIVISION OF HEARINGS AND APPEALS**

In the Matter of Claims Against the Dealer Bond
of Suamico Investment Group, LLC, dba Standard
Pre-Owned

Case Nos: DOT-16-0003,
DOT-16-0007, DOT-16-0009,
DOT-16-0022 and DOT-16-0023

FINAL DECISION

On February 16, 2016, Russell Childs filed a claim with the Wisconsin Department of Transportation (Department) against the motor vehicle dealer bond of Suamico Investment Group, LLC, dba Standard Pre-Owned, (Dealer). Pursuant to the procedures set forth at Wis. Admin. Code § Trans 140.26, a Public Notice to File Dealer Bond Claims was published in the Green Bay Press Gazette, a newspaper published in Green Bay, Wisconsin. The notice informed other persons who may have claims against the Dealer to file them with the Department by June 7, 2016. Mario Andino Torres filed a claim with the Department against the motor vehicle dealer bond of the Dealer. Jenny Wright filed a claim with the Department against the motor vehicle dealer bond of the Dealer. And, on June 7, 2016, Eric Aspey filed two claims with the Department against the motor vehicle dealer bond of the Dealer. All the claims were forwarded by the Department to the Division of Hearings and Appeals.

On August 22, 2016, a Preliminary Determination pursuant to Wis. Admin. Code § Trans 140.26(4)(a) was issued. On September 19, 2016, Russell Childs filed an objection to the Preliminary Determination pursuant to Wis. Admin. Code § Trans 140.26(5)(b). No timely objections to any other claims were received with respect to the other claims in the Preliminary Determination. Pursuant to Wis. Admin. Code § Trans 140.26(6), an evidentiary hearing on Russell Childs' claim was conducted on October 11, 2016, in Green Bay, Wisconsin. Mark F. Kaiser, Administrative Law Judge, presided.

In accordance with Wis. Stat. § 227.47 and 227.53(1)(c) the PARTIES to this proceeding are certified as follows:

Suamico Investment Group, LLC
dba Standard Pre-Owned
4060 Veterans Avenue
Suamico, WI 54173

Auto-Owners Insurance Company
PO Box 30660
Lansing, MI 48909

Russell Childs
12527 Garthwaite Lane
Mount Hope, WI 54816

Mario Andino Torres
4102 Bellevue Place
Two Rivers, WI 54241

Jennifer Wright
PO Box 741
Green Bay, WI 54305

Eric Apsey
M358 State Highway 97
Marshfield, WI 54449

With respect to Russell Childs' claim, the Preliminary Determination found that the Dealer committed violations that would be grounds for the suspension or revocation of his motor vehicle dealer license in Mr. Childs' transaction. However, Mr. Childs' claim was denied for lack of any documentation to support a monetary loss resulting from these violations. At the hearing, Mr. Childs presented evidence upon which a monetary loss for the Dealer's violation for failing to properly disclose that the mileage on the vehicle could be calculated. The Final Decision is amended to partially approve Mr. Childs' claim. The findings in the Preliminary Determination for the remaining four claims have been adopted as the Final Decision on these claims.

Findings of Fact

1. Suamico Investment Group, LLC, dba Standard Pre-Owned, (Dealer) was licensed by the Wisconsin Department of Transportation (Department) as a motor vehicle dealer. The Dealer has surrendered his license and was placed out of business effective May 19, 2016. The Dealer's facilities were located at 4060 Veterans Avenue, Suamico, Wisconsin. John Solberg (Solberg) was the general manager for the Dealer.

2. The Dealer had a bond in force since June 11, 2010 (Bond # 097723 66067068 issued by Auto Owners Insurance Company). On September 17, 2012, the Department received a Notice of Cancellation of the Dealer's surety bond from Auto Owners Insurance Company. The cancellation was to be effective November 21, 2012. On September 26, 2012, the Department received a Notice to Rescind Cancellation from Auto Owners Insurance Company. Subsequently, the Department received another Notice of Cancellation of the Dealer's surety bond from Auto Owners Insurance Company. This cancellation was effective May 19, 2016.

Childs claim, case no. DOT-16-0003

3. On October 21, 2015, Russell Childs (Childs) purchased a 2010 Ford F350 truck, vehicle identification number 1FTWW3DR0AEA02659, from the Dealer. According to the

purchase contract, Childs paid \$24,999.00, not including taxes and registration fees, for the vehicle. As part of the transaction, Childs traded in a 2011 Jeep. Childs had an unpaid balance on a loan for the 2011 Jeep. The Dealer agreed to pay off the loan balance.

4. On the Wisconsin Buyers Guide displayed on the vehicle at the time Childs purchased it, the Dealer disclosed that the vehicle had a salvage history and would have a title brand of “Rebuilt Salvage” on a Wisconsin title. The Dealer also disclosed that the engine had a fluid leak, the air conditioning was inoperable, the ABS was inoperable, and the steering components were not legal. On the Wisconsin Buyers Guide, the Dealer disclosed the vehicle’s mileage as 99,513 and that this mileage was actual.

5. On January 27, 2016, Childs filed a complaint against the Dealer with the Department. In the complaint, Childs stated that the loan balance on his trade-in was not paid off until December 17, 2015, and that he had not received the title for the vehicle he purchased. The investigator assigned to the complaint discovered numerous violations related to the transaction. These violations include that on the Wisconsin Buyers Guide the Dealer disclosed the mileage as “actual,” however, the previous title for the vehicle stated the mileage was not actual; the Dealer failed to transfer the title to the vehicle to Childs within seven business days; and the vehicle was sold to Childs by an unlicensed salesperson.

6. On February 15, 2016, Childs filed a claim against the surety bond of the Dealer in the amount of \$28,790.37. The claim is itemized as \$25,198.95 for the false mileage statement and \$3,591.42 for repairs and other expenses Childs incurred related to the vehicle. Childs attached receipts to his bond claim for having the transmission replaced, an up-pipe and manifold kit, to have a chip reprogrammed, and to have lettering painted on the truck for his business.

7. There is no requirement that a used vehicle be free of any mechanical problems or defects when sold by a motor vehicle dealer. However, licensed motor vehicle dealers are required by Wis. Admin. Code § Trans 139.04(4) to conduct a reasonable pre-sale inspection and disclose any “significant existing mechanical defects” discovered during the pre-sale inspection on a Wisconsin Buyers Guide form that is displayed on the vehicle at the time it is offered for sale.¹ The Dealer did disclose several problems with the vehicle on the Wisconsin Buyers Guide and did disclose that the vehicle was a rebuilt salvage vehicle. There is no documentation to support a finding that any of the repairs for which Childs is seeking reimbursement are for problems with the vehicle that the Dealer should have discovered during a reasonable presale inspection and failed to disclose on Wisconsin Buyers Guide.

¹ Wis. Admin. Code § Trans 139.04(4) provides:

Used motor vehicle general condition disclosure. Dealer and salespersons shall inform prospective retail purchasers of used motor vehicles in writing before purchase contract execution, in the manner and on the form prescribed in sub. (6). This disclosure shall include all significant existing mechanical, electrical and electronic defects and damage and evidence of repair to strut tower, trunk floor pan, frame or structural portion of unibody, including corrective welds. Disclosure of information shall be that which the licensee can find using reasonable care.

8. The other expense for which Childs is seeking reimbursement is the cost of having lettering painted on the truck for his business. This is a claim based on the assumption that the Dealer's surety company will be required to pay Childs the purchase cost of the truck and Childs would then surrender possession of the truck to the surety company. As discussed below, there is no basis for such a remedy in this claim, so reimbursement for this expense is not justified.

9. In the complaint he filed with the Department against the Dealer, Childs stated he had not received a title for the vehicle. The Department's investigator found the Dealer had failed to transfer the title to the vehicle within seven business days, not that Childs had not received a title for the vehicle. Also, Childs did not include a failure to receive a title for the vehicle as part of his bond claim. Presumably, Childs has now received a title to the vehicle.

10. With respect to Childs' purchase of the vehicle from the Dealer, the Department's investigator found the Dealer failed to transfer the title for the vehicle within seven days of the purchase in violation of Wis. Stat. §342.16(1)(a); the vehicle was sold to Childs by an unlicensed salesperson in violation of Wis. Stat. § 218.0114(1); and the Dealer failed to properly disclose that the mileage on the vehicle was "not actual" in violation of Wis. Admin Code § Trans 139.04(6)(a)2. These violations could be grounds for the suspension or revocation of the Dealer's motor vehicle dealer license. The question is whether Childs was harmed by any of these violations. Wis. Admin Code § Trans 140.21(1)(a) provides that a claim against a motor vehicle dealer's surety bond "shall be for monetary damages in the amount of an actual loss suffered by the claimant." As part of his claim, Childs is seeking to rescind the transaction and have his total purchase price for the vehicle refunded to him plus all the money he has stuck into the vehicle. This remedy is only appropriate for a situation in which a claimant cannot lawfully operate the vehicle he purchased. That apparently is not the case in Childs' claim.

11. Childs' monetary loss is the difference in value between a vehicle that has been disclosed as having 99,513 actual miles and one that should have been disclosed as "not actual miles," the inconvenience of not receiving a title within seven business days of the purchase of the vehicle, and whatever financial loss incurred as the result of the vehicle being sold by an unlicensed salesperson. Childs has not provided sufficient documentation for a claim based on the inconvenience of not receiving a title within seven business days of the purchase of the vehicle or having the vehicle sold by an unlicensed salesperson. Childs did present evidence that the actual mileage of the vehicle may have been as high as 300,000 miles at the time he purchased it, as opposed to the 99,513 that the Dealer disclosed on the Wisconsin Buyers Guide. Childs then presented documentation that the loss value of the vehicle if it had 300,000 miles at the time of purchase was \$9,522.00 (see exhibits 7 and 8).

12. Childs filed a bond claim within three years of the ending date of the period the Auto-Owners Insurance Company bond was in effect and it is, therefore, a timely claim. Childs submitted documentation to support a bond claim of \$9,522.00, the difference in fair market value between a 2010 Ford F350 truck with 99,513 miles and one with 300,513 miles. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Torres claim, case no. DOT-16-0003

13. On November 7, 2015, Mario Andino Torres (Torres) purchased a 2007 Chevrolet Suburban SUV, vehicle identification number 1GNFK16317J2515829, from the Dealer. The Dealer was selling this vehicle on consignment. According to the purchase contract, Torres paid \$15,925.00, including taxes and registration fees, for the vehicle.

14. As conditions of the sale, the Dealer agreed to fix a handle, the rear wiper, a transmission leak, and front blower. The Dealer also agreed to clean the inside of the vehicle and test the cruise control. Included among the documents submitted by Torres is one titled "Warranty." The document is executed presumably by Torres and the Dealer and simply provides "One year or 12,000 miles includes parts and labor." Torres took the vehicle back to the Dealer to have the repairs and service work promised in the purchase contract completed. Torres left the vehicle with the Dealer for several days, but the promised work was not done.

15. On November 23, 2015, Torres filed a complaint against the Dealer with the Department. The investigator assigned to the complaint contacted the previous owner and questioned him about the condition of the vehicle when he consigned it to the Dealer for sale. The investigator also confirmed that the previous owner had been paid for the vehicle. The previous owner had been paid, but not within the seven-day requirement. The investigator also confirmed that a Wisconsin title and registration for the vehicle had been issued in Torres' name. A title and registration had been issued to Torres, but not within the required seven days.

16. On December 11, 2015, Torres took the vehicle to a Chevrolet dealer and had the repair work done. Torres was billed \$1,505.27 for the repairs. Torres sought reimbursement for the cost of the repairs from the Dealer, but was unsuccessful. Torres filed a claim against the surety bond of the Dealer in the amount of \$2,605.27. The claim is itemized as \$1,505.27 reimbursement for the repairs and \$1,100 for the cost of the warranty.

17. The Dealer's failure to perform the repair and service work that were included as conditions in the purchase contract or would have been covered by the warranty constitutes a violation of Wis. Stat. § 218.0116(1)(cm) (Willful failure to perform any written agreement with any retail buyer, lessee or prospective lessee). Torres sustained a loss as the result of this failure. The loss sustained by Torres was caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license.

18. Torres submitted documentation to support a bond claim of \$1,505.27, the amount he paid for repairs that the Dealer had agreed to perform or warranted. The remainder of Torres' claim is for the "cost of warranty not honored." Torres did receive a document titled warranty in which the Dealer agreed to be responsible for parts and labor for twelve months or 12,000 miles; however, there is no documentation that Torres paid the Dealer anything for this warranty. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Wright claim, case no. DOT-16-0009

19. On November 25, 2015, Jennifer Wright (Wright) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2006 Chrysler 300 automobile, vehicle identification number 2C3KA53GX6H257803, owned by Wright. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$6,500.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed Wright to terminate the contract on 48 hours' notice to the Dealer.

20. On December 21, 2015, Wright telephoned the Dealer and informed him that if her vehicle was not sold by January 4, 2016, she would pick it up. Solberg contacted Wright the next day and told her the Dealer would purchase her vehicle. Solberg asked her what was the minimum she would agree to sell the vehicle for and Wright said she would sell it for \$6,000.00. Solberg agreed to buy Wright's vehicle for \$6,000.00 and told her he would be able to pay her this amount between January 10 and 15, 2016.

21. Wright went to the Dealer's facilities on January 17, 2016, to collect the payment for her vehicle. Solberg gave Wright a check in the amount of \$6,000.00 written on an account from Chase Bank. The check never cleared. According to Wright, the bank told her that Solberg stopped payment on the check. Wright contacted Solberg about the check. Solberg then gave Wright two cashier's checks, one in the amount of \$6,050.00 and the other in the amount of \$450.00. The checks are both dated January 21, 2016. According to Wright, these checks were also not honored.

22. According to a motor vehicle purchase contract, the Dealer sold Wright's vehicle to a Jeffrey Krause for \$6,850.00 on December 17, 2015. No proceeds from the sale were paid to Wright. Wright retained the title to her vehicle. However, the Dealer was able to electronically process an application for registration and Wisconsin title with the Department transferring the vehicle to Jeffrey Krause.

23. On January 21, 2016, Wright filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. Wright then filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$7,500.00 and is itemized as \$6,500.00, the minimum sale price for the vehicle pursuant to the consignment agreement, \$1,000.00 for "time los[t] travelling back [and] forth, \$100.00 for proof of pic[tures], and stress."

24. The Dealer's failure to pay Wright the amount owed her under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to "remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold." A violation of Wis. Admin. Code § Trans 139.08(3) is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). Wright sustained a loss as a result of the Dealer's violation of Wis. Stat. § 218.0116(1)(gm).

25. The claim of Wright arose on December 24, 2015, seven days after the Dealer sold Wright's vehicle and failed to forward the amount owed to her under the consignment agreement. Wright has submitted documentation to support a bond claim in the amount of \$6,500.00, the amount due her according to the consignment agreement. The remaining \$1000.00 is for items that are not allowable as a claim against the surety bond of a motor vehicle dealer. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

First Apsey claim, case no. DOT-16-0022

26. On November 19, 2015, Eric and Michelle Apsey (Apseys) entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2005 Mini Cooper automobile, vehicle identification number WMWRE33425TD92641, owned by the Apseys. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$6,500.00. The Dealer's sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed the Apseys to terminate the contract on 48 hours' notice to the Dealer.

27. At the time the Apseys executed the consignment agreement they were told by a representative of the Dealer that their Mini Cooper would sell in a few weeks. After a few weeks passed and the vehicle had not sold, Eric Apsey contacted the Dealer and informed the Dealer he intended to pick up his vehicle. After some stalling, the Dealer informed the Apseys that he had a buyer for their vehicle, if they would lower the price to \$5,900. The Apseys agreed. They subsequently were informed that the Dealer did not have a buyer, but the Dealer intended to buy the vehicle.

28. The Dealer sent the Apseys a promissory note agreeing to pay 5% interest if they were not paid the \$5900.00 selling price for the vehicle by April 12, 2016. The Dealer gave the Apseys a check in the amount of \$5,900.00 written on an account from Bank First National. The check is dated March 29, 2016. Apparently, this check did not clear. A second check dated May 6, 2016, was issued to the Apseys. The second check is written from an account owned by Bella Investment Group, LLC. This check also did not clear.

29. According to a motor vehicle purchase contract, the Dealer sold the Apseys' vehicle to a Karla Gonzalez Serrato for \$6,499.00 on March 22, 2016. No proceeds from the sale were paid to the Apseys. The Dealer electronically processed an application for registration and Wisconsin title with the Department transferring the vehicle to Karla Gonzalez Serrato.

30. On June 2, 2016, Eric Apsey filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On June 7, 2016, Eric Apsey filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$5,900.00, the agreed upon sale price for the Apseys' vehicle.

31. The Dealer's failure to pay Apseys the amount owed them under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code §

Trans 139.08(3) requires a motor vehicle dealer to “remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold.” A violation of Wis. Admin. Code § Trans 139.08(3) is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). The Apseys sustained a loss as a result of the Dealer’s violation of Wis. Stat. § 218.0116(1)(gm).

32. The Apseys’ claim arose on March 29, 2016, seven days after the Dealer sold the Apseys’ vehicle and failed to forward the amount owed to them under the consignment agreement. The Apseys submitted documentation to support a bond claim in the amount of \$5,900.00, the agreed upon sale price for the Apseys’ vehicle. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Second Apsey claim, case no. DOT-16-0023

33. On November 19, 2015, the Apseys entered into a consignment agreement with the Dealer. The Dealer agreed to sell a 2007 GMC Acadia SUV, vehicle identification number 1GKEV33727J167678, owned by the Apseys. Pursuant to the consignment agreement, the Dealer agreed to a minimum selling price of \$12,000.00. Eric Apsey later agreed to reduce that minimum sales price to \$10,200. The Dealer’s sales commission was to be any amount received over the minimum sales price for the vehicle. The terms of agreement allowed the Apseys to terminate the contract on 48 hours’ notice to the Dealer.

34. According to a motor vehicle purchase contract, the Dealer sold the Apseys’ vehicle to a Anjanette Mancl for \$12,999.00 on April 19, 2016. The Dealer gave the Apseys a promissory note dated April 22, 2016. In the promissory note, the Dealer agreed to pay the Apseys \$10,200.00 by May 12, 2016. After May 12, 2016, the Dealer agreed to pay the Apseys interest at the rate of 5% per year on any unpaid balance. No proceeds from the sale were paid to the Apseys. The Dealer electronically processed an application for registration and Wisconsin title with the Department transferring the vehicle to Anjanette Mancl.

35. On June 2, 2016, Eric Apsey filed a complaint with the Department against the Dealer. The investigator for the Department was unable to resolve the complaint. On June 7, 2016, Eric Apsey then filed a claim against the surety bond of the Dealer with the Department. The amount of the claim is \$10,795.00.

36. The Dealer’s failure to pay the Apseys the amount owed them under the consignment agreement constitutes a violation of Wis. Admin. Code § Trans 139.08(3). Wis. Admin. Code § Trans 139.08(3) requires a motor vehicle dealer to “remit any monies due a consignor under a consignment agreement within 7 days of the date a consignment vehicle is sold.” A violation of Wis. Admin. Code § Trans 139.08(3) is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution or financing of motor vehicles). The Apseys sustained a loss as a result of the Dealer’s violation of Wis. Stat. § 218.0116(1)(gm).

37. The Apseys' claim arose on April 26, 2016, seven days after the Dealer sold the Apseys' vehicle and failed to forward the amount owed to them under the consignment agreement. The Apseys submitted documentation to support a bond claim in the amount of \$10,200.00, the agreed upon sale price for the Apseys' vehicle. The Apseys did not itemize their claim. Presumably, the additional \$595.00 the Apseys added to their bond claim represents interest. Pursuant to Wis. Adm. Code § Trans 140.21(2)(e), claims for interest are not allowed. The bond claim was filed within three years of the ending date of the one-year period the bond issued by Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

CONCLUSIONS OF LAW

1. The claim of Russell Childs arose on October 21, 2015, the day he purchased the subject vehicle from the Dealer. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on June 11, 2015. The claim arose during the period covered by the surety bond.

2. Russell Childs filed a claim against the motor vehicle dealer bond of the Dealer on January 27, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

3. Russell Childs' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Russell Childs has submitted documentation to support a claim in the amount of \$9,522.00.

4. Mario Andino Torres' claim arose on November 7, 2015, the day he purchased the subject vehicle from the Dealer. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on June 11, 2015. The claim arose during the period covered by the surety bond.

5. Mario Andino Torres filed a claim against the motor vehicle dealer bond of the Dealer. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

6. Mario Andino Torres' loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Mario Andino Torres has submitted documentation to support a claim in the amount of \$1,505.27.

7. Jennifer Wright's claim arose on December 24, 2015, seven days after the Dealer sold the vehicle that Ms. Wright had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to her under the consignment agreement. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on June 11, 2015.

8. Jennifer Wright filed a claim against the motor vehicle dealer bond of the Dealer on January 21, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

9. Jennifer Wright's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Jennifer Wright has submitted documentation to support a claim in the amount of \$6,500.00.

10. Eric Apsey's first claim arose on March 29, 2016, seven days after the Dealer sold the vehicle that Eric and Michelle Apsey had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on June 11, 2015.

11. Eric Apsey filed a claim against the motor vehicle dealer bond of the Dealer on June 7, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

12. Eric Apsey's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Eric Apsey has submitted documentation to support a claim in the amount of \$6,500.00.

13. Eric Apsey's second claim arose on April 26, 2016, seven days after the Dealer sold the vehicle that Eric and Michelle Apsey had placed with the Dealer to sell on a consignment basis and the Dealer failed to remit the amount owed to them under the consignment agreement. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on June 11, 2015.

14. Eric Apsey filed a claim against the motor vehicle dealer bond of the Dealer on June 7, 2016. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

15. Eric Apsey's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Eric Apsey has submitted documentation to support a claim in the amount of \$10,200.00.

16. The Division of Hearings and Appeals has authority to issue the following orders.

ORDERS

1. The claim filed by Russell Childs against the motor vehicle dealer bond of Suamico Investment Group, LLC, dba Standard Pre-Owned, is APPROVED in the amount of \$9,522.00. Auto Owners Insurance Company shall pay Russell Childs this amount for his loss attributable to the actions of the Dealer.

2. The claim filed by Mario Andino Torres against the motor vehicle dealer bond of Suamico Investment Group, LLC, dba Standard Pre-Owned, is APPROVED in the amount of \$1,505.27. Auto Owners Insurance Company shall pay Mario Andino Torres this amount for his loss attributable to the actions of the Dealer.

3. The claim filed by Jennifer Wright against the motor vehicle dealer bond of Suamico Investment Group, LLC, dba Standard Pre-Owned, is APPROVED in the amount of \$6,500.00. Auto Owners Insurance Company shall pay Jennifer Wright this amount for her loss attributable to the actions of the Dealer.

4. The first claim filed by Eric Apsey against the motor vehicle dealer bond of Suamico Investment Group, LLC, dba Standard Pre-Owned, is APPROVED in the amount of \$5,900.00. Auto Owners Insurance Company shall pay Eric Apsey this amount for his loss attributable to the actions of the Dealer.

5. The second claim filed by Eric Apsey against the motor vehicle dealer bond of Suamico Investment Group, LLC, dba Standard Pre-Owned, is APPROVED in the amount of \$10,200.00. Auto Owners Insurance Company shall pay Eric Apsey this amount for his loss attributable to the actions of the Dealer.

Dated at Madison, Wisconsin on November 11, 2016.

STATE OF WISCONSIN
DIVISION OF HEARINGS AND APPEALS
5005 University Avenue, Suite 201
Madison, Wisconsin 53705-5400
Telephone: (608) 266-7709
FAX: (608) 264-9885

By: _____
Mark F. Kaiser
Administrative Law Judge

NOTICE

Set out below is a list of alternative methods available to persons who may wish to obtain review of the attached decision of the Administrative Law Judge. This notice is provided to insure compliance with Wis. Stat. § 227.48 and sets out the rights of any party to this proceeding to petition for rehearing and administrative or judicial review of an adverse decision.

1. Any person aggrieved by the attached order may within twenty (20) days after service of such order or decision file with the Department of Transportation a written petition for rehearing pursuant to Wis. Stat. § 227.49. A copy of any such petition for rehearing should also be provided to the Administrative Law Judge who issued the order. Rehearing may only be granted for those reasons set out in Wis. Stat. § 227.49(3). A petition under this section is not a prerequisite for judicial review under Wis. Stat. §§ 227.52 and 227.53.

2. Any person aggrieved by the attached decision which adversely affects the substantial interests of such person by action or inaction, affirmative or negative in form is entitled to judicial review by filing a petition therefore in accordance with the provisions of Wis. Stat. §§ 227.52 and 227.53. Said petition must be filed within thirty (30) days after service of the agency decision sought to be reviewed. If a rehearing is requested as noted in paragraph (1) above, any party seeking judicial review shall serve and file a petition for review within thirty (30) days after service of the order disposing of the rehearing application or within thirty (30) days after final disposition by operation of law. Pursuant to Wis. Admin. Code § TRANS 140.26(7), the attached final decision of the Administrative Law Judge is a final decision of the Department of Transportation, so any petition for judicial review shall name the Department of Transportation as the respondent. The Department of Transportation shall be served with a copy of the petition either personally or by certified mail. The address for service is:

Office of General Counsel
4802 Sheboygan Avenue, Room 115B
Wisconsin Department of Transportation
Madison, Wisconsin 53705

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. § 227.52 and 227.53 to insure strict compliance with all its requirements.